

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
WESTERN DIVISION**

**JAMEKA POWELL, APHTINE  
HILL, and DESHANNON  
KINNION,**

**Plaintiffs,**

**v.**

**PREMIER KINGS, INC., d/b/a  
BURGER KING,**

**Defendant.**

**Civil Action No.:**

**7:17-cv-00790-LSC**

**JOINT MOTION FOR APPROVAL OF SETTLEMENT  
AGREEMENTS AND DISMISSAL WITH PREJUDICE**

Plaintiffs Jameka Powell, Aphtine Hill and Deshannon Kinnion (collectively “Plaintiffs”) and Defendant Premier Kings, Inc. d/b/a Burger King (“Premier Kings”) (collectively, the “Parties”) jointly move the Court for an Order approving the Parties’ negotiated settlement agreements with each of the Plaintiffs. The grounds on which this Motion is based are as follows:

1. Plaintiffs initiated the above-captioned matter on May 12, 2017 alleging that they and other individuals employed by Premier Kings, Inc. d/b/a Burger King (“Premier Kings”) as Assistant Store Managers were not paid all of the wages owed to them pursuant to the Fair Labor Standards Act (“FLSA”). (*See* Complaint, Doc. #1). Premier Kings timely filed an Answer (Doc. #6) in this matter denying all material allegations.

2. Although the parties disagreed as to the amount of potential recovery, if any, the settlement agreement reflects a reasonable compromise between the parties which falls within the range of potential recovery calculated by Plaintiff and the defendant assuming a liability finding in Plaintiff's favor.

3. In addition to the individual wage payments to the plaintiffs for allegedly unpaid wages and liquidated damages, the parties also negotiated the payment of attorneys' fees and costs to the Plaintiffs. This payment is made by the defendant without admission of liability, but is intended to compensate Plaintiffs' attorney for the prosecution of the Plaintiffs' claims. This fee reflects the amount of work performed by Plaintiffs' counsel including participation in discovery and all other work on behalf of Plaintiffs. The Parties also note that no portion of the fee is being deducted from the wage calculations applicable to Plaintiffs.

5. In *Lynn's Food Stores, Inc. v. United States*, 679 F. 2d 1350, 1352 (11<sup>th</sup> Cir. 1982), the 11<sup>th</sup> Circuit held that "[t]here are only two ways in which back wage claims arising under the FLSA can be settled or compromised by employees." The options are supervision of the settlement by the Secretary of Labor (inapplicable in this case) or by presenting the proposed settlement to the district court for approval if it finds the agreement to be fair and reasonable. *Id.* at

1353. To facilitate the court's review, attached hereto as Exhibits A-C (filed under seal)<sup>1</sup> are the settlement agreements for each of the Plaintiffs.

In light of the foregoing, the Parties respectfully request that the Court approve their settlement and dismiss this matter with prejudice.

s/ Kevin W. Jent  
Kevin W. Jent  
Wiggins, Childs, Pantazis,  
Fisher & Goldfarb, LLC  
The Kress Building  
301 19<sup>th</sup> Street North  
Birmingham, AL 35203

Attorneys for Plaintiffs

s/ Jay St. Clair  
Jay St. Clair  
Felicia T. Long  
Littler Mendelson, P.C.  
420 20<sup>th</sup> Street North  
Suite 2300  
Birmingham, AL 35203

s/ Amanda C. Hines  
Amanda C. Hines  
Benjamin Collier Wilson  
Rushton, Stakely, Johnston &  
Garrett, P.A.  
184 Commerce Street  
Montgomery, AL 36101

Attorneys for Defendant

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<sup>1</sup> Pursuant to the Court's Order Granting the Parties Motion to file the Settlement Agreements under seal. (Dkt# 40).